

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

CHEERS Horse Ranch, LLC 96841 Blackrock Rd. Yulee, FL 32097 (904) 277-7047

In consideration of the services of Cheer Horse Ranch, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting any capacity on their behalf (hereinafter collectively referred to as "CHR"), I hereby agree to release, indemnify, and discharge CHR, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or flight which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as water, wild animals, birds, stump, forest growth, debris, rocks and other obstacles whether obvious or not and whether manmade or natural. Each of these obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance and can result in falling from the horse. Furthermore, CHR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CHR from any and all claims, demands, or causes of action, which are in any way connected with any participation in this activity or my use of CHR's equipment or facilities, **including any such claims which allege negligent acts or omissions of CHR.**

Should CHR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against CHR, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

WARNING: Under Florida Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during any participation in this activity, I maybe found by a court of law to have waived my right to maintain a lawsuit against CHR on the basis of any claim found which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____ Age _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Date _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION completed by participants under the age of 18)

In consideration of (Print minor's name) _____ ("Minor") being permitted by CHR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CHR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent (Mother): _____ Print Name: _____ Date: _____

Parent (Father): _____ Print Name: _____ Date: _____